

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
BALKANS AIR CORPORATION,

Plaintiff,

-against-

SWIFT AIR, LLC, KMW LEASING, LLC,  
and BLUE STAR AVIATION LLC,

Defendants.  
-----X

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:  
: Docket No. 10 CIV 5492 (SAS)  
:  
:

: **STIPULATION OF**  
: **DISMISSAL WITHOUT**  
: **PREJUDICE**  
:  
:

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the parties, by their undersigned counsel of record, hereby stipulate and agree as follows:

1. Plaintiff's claims as against KMW Leasing, LLC ("KMW"), and Defendant Blue Star Aviation LLC ("Blue Star," and together with KMW, the "Dismissed Defendants), are dismissed without prejudice and without costs to any party.

2. Notwithstanding this dismissal, Blue Star agrees to make Christopher Cox available on or before September 28, 2011 to be deposed in this action in New York, and its undersigned counsel agrees to accept service of a subpoena (including a subpoena duces tecum) from either Plaintiff or Defendant Swift Air, LLC ("Swift Air") for such testimony; and

3. Notwithstanding this dismissal, KMW agrees to make Kenneth M. Woolley available on or before September 28, 2011 to be deposed in this action, and its undersigned counsel agrees to accept service of a subpoena (including a subpoena duces tecum) from either Plaintiff or Swift Air for such testimony. The deposition will be, at KMW's election, either in person in New York or by video conference if Mr. Woolley is elsewhere.

4. If, after the dismissal of Plaintiff's claims against the Dismissed Defendants without prejudice, Plaintiff elects to commence an action or proceeding against KMW and/or Blue Star arising from or relating to the transactions pled in the Amended Complaint herein, Plaintiff and the Dismissed Defendants agree that (a) such suit may be brought only in a state or federal court located in Las Vegas, Nevada, (b) such court shall have personal jurisdiction over the parties, and (c) such court shall be the exclusive venue of such claims.

5. This Stipulation may be signed in multiple counterparts. The counterparts may be exchanged electronically by fax or PDF, and the counterpart, electronically exchanged signatures, when collected together, shall have the same force and effect as an executed original.

Dated: New York, New York  
August 26, 2011

KAPLAN, MASSAMILLO  
& ANDREWS, LLC

By: 

Lawrence Mentz  
*Attorneys for Plaintiff Balkans Air  
Corporation*  
70 East 55<sup>th</sup> Street - 25<sup>th</sup> Floor  
New York, New York 10022  
(212) 922-0450  
lmentz@kmalawfirm.com

TANNENBAUM HELPERN SYRACUSE &  
HIRSCHTRITT LLP

By: 

Jamie B. W. Stecher  
Matthew J. Sinkman  
*Attorneys for Defendant KMW  
Leasing, LLC*  
900 Third Avenue  
New York, New York 10022  
(212) 508-6743  
Stecher@thsh.com

VEDDER PRICE P.C.

By: \_\_\_\_\_

Michael G. Davies  
*Attorneys for Defendant Blue Star  
Aviation LLC*  
1633 Broadway, 27<sup>th</sup> Floor  
New York, New York 10019  
(212) 407-7700  
mdavies@vedderprice.com

By: \_\_\_\_\_

Jeremy I. Hager  
*Attorneys for Defendant Swift Air LLC*  
11 Broadway, Suite 615  
New York, New York 10004  
(212) 792-6585  
jih@hagerlaw-lllc.com

Dated: New York, New York  
August 26, 2011

KAPLAN, MASSAMILLO  
& ANDREWS, LLC

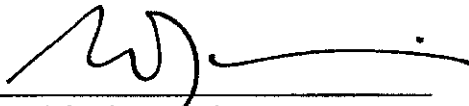
TANNENBAUM HELPERN SYRACUSE &  
HIRSCHTRITT LLP

By: \_\_\_\_\_  
Lawrence Mentz  
*Attorneys for Plaintiff Balkans Air  
Corporation*  
70 East 55<sup>th</sup> Street - 25<sup>th</sup> Floor  
New York, New York 10022  
(212) 922-0450  
lmentz@kmalawfirm.com

By: \_\_\_\_\_  
Jamie B.W. Stecher  
Matthew J. Sinkman  
*Attorneys for Defendant KMW  
Leasing, LLC*  
900 Third Avenue  
New York, New York 10022  
(212) 508-6743  
Stecher@thsh.com

VEDDER PRICE P.C.

ALIMONTI LAW OFFICES, P.C.

By:  \_\_\_\_\_  
Michael G. Davies  
*Attorneys for Defendant Blue Star  
Aviation LLC*  
1633 Broadway, <sup>4</sup>7<sup>th</sup> Floor  
New York, New York 10019  
(212) 407-7700  
mdavies@vedderprice.com

By: \_\_\_\_\_  
Jeremy I. Hager  
*Attorneys for Defendant Swift Air LLC*  
11 Broadway, Suite 615  
New York, New York 10004  
(212) 792-6585  
jih@hagerlaw-pllc.com

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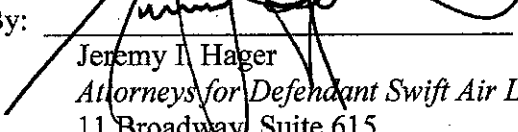
By: \_\_\_\_\_  
Lawrence Mentz  
*Attorneys for Plaintiff Balkans Air  
Corporation*  
70 East 55<sup>th</sup> Street - 25<sup>th</sup> Floor  
New York, New York 10022  
(212) 922-0450  
lmentz@kmalawfirm.com

By: \_\_\_\_\_  
Jamie B.W. Stecher  
Matthew J. Sinkman  
*Attorneys for Defendant KMW  
Leasing, LLC*  
900 Third Avenue  
New York, New York 10022  
(212) 508-6743  
Stecher@thsh.com

VEDDER PRICE P.C.

ALIMONTI LAW OFFICES, P.C.

By: \_\_\_\_\_  
Michael G. Davies  
*Attorneys for Defendant Blue Star  
Aviation LLC*  
1633 Broadway, 27<sup>th</sup> Floor  
New York, New York 10019  
(212) 407-7700  
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Jeremy I. Hager  
*Attorneys for Defendant Swift Air LLC*  
11 Broadway, Suite 615  
New York, New York 10004  
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jih@hagerlaw-llc.com